

**JEFFERSON TOWNSHIP BOARD OF EDUCATION**  
**31 Route 181**  
**Lake Hopatcong, NJ 07849**

EXTRACT FROM THE MINUTES OF A MEETING OF  
THE BOARD OF EDUCATION OF THE TOWNSHIP OF JEFFERSON  
MORRIS COUNTY, NJ, TO BE RECORDED IN THE OFFICIAL MINUTE BOOK

The Board of Education of the Township of Jefferson in the County of Morris, New Jersey New Jersey convened in a Regular Meeting on **Monday, January 21, 2019** at 7:00 PM, in Jefferson Township High School Media Center, 1010 Weldon Road, Oak Ridge, NJ.

The following members of the Board of Education were present:

Mrs. Gould	Mr. Natale	Mr. Stewart
Mr. Millar	Mrs. Poulas	Mr. Wasserman
Mr. Martorelli	Mrs. Small	Mrs. Wildermuth

The following members of the Board of Education were absent: None

**L. PERSONNEL COMMITTEE**

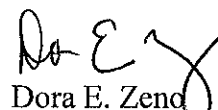
Motion by Mrs. Small, seconded by Mrs. Poulas, to accept the recommendation of the Superintendent to approve and adopt motion L.5, as described below:

**L.5** Motion to ratify the Collective Bargaining Agreement between the Jefferson Township Supervisors' Association (JTSA) and the Jefferson Township Board of Education, effective July 1, 2019 through June 30, 2022.

MOTION: Mrs. Small	SECOND: Mrs. Poulas			
Name	Ayes	Nays	Abstain	Absent
Mrs. Gould	X			
Mr. Martorelli	X			
Mr. Millar	X			
Mr. Natale	X			
Mrs. Poulas	X			
Mrs. Small	X			
Mr. Stewart	X			
Mr. Wasserman	X			
Mrs. Wildermuth			X	

STATE OF NEW JERSEY }  
COUNTY OF MORRIS } ss

I, Dora E. Zeno, Secretary of the Board of Education of the Township of Jefferson, in the County of Morris, State of New Jersey, hereby certify that the foregoing January 21, 2019 extract, has been compared by me with the original minutes that will be approved at the February 19, 2019 Jefferson Township Board of Education meeting. I hereunto set my hand and affixed the corporate seal of said Board of Education.

  
Dora E. Zeno  
Board Secretary



JEFFERSON TOWNSHIP SUPERVISORS' ASSOCIATION

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF  
JEFFERSON TOWNSHIP

AND

JEFFERSON TOWNSHIP  
SUPERVISORS' ASSOCIATION

FOR THE SCHOOL YEARS

2019–2020

2020–2021

2021–2022

## **ARTICLE III - Grievance Procedure**

### **A. Definition**

1. A “grievance” shall mean a complaint by any employee or group of employees that there has been to him/her or them, or to the Association, an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or an administrative decision.
2. A grievance to be considered under this procedure must be initiated by the grievant (the employee or the Association as to its rights) within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

### **B. Procedure**

#### **1. Failure of Procedure**

- (a) Failure to follow any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- (b) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. Any employee grievant who has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
3. Within five (5) school days after the informal discussion with his/her immediate supervisor, the employee grievant, if still dissatisfied with the decision that has been rendered informally, may formally present his/her grievance to his/her immediate Supervisor. Such grievance must be made in writing specifying:
  - (a) the nature of the grievance;
  - (b) the nature and extent of the injury, loss, or inconvenience;
  - (c) the results of previous discussions;
  - (d) His/her dissatisfaction with decisions previously rendered.

The immediate supervisor shall render his/her decision formally within five (5) days after receipt of the written grievance.

4. The employee grievant, within five (5) school days after receipt of the decision of his/her immediate supervisor, may appeal the decision to the Superintendent of Schools. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the immediate supervisor.

- (1) Any aggrieved person may be represented at any or all stages of the grievance procedure by him/herself, or, at his/her option, by the Association or by a representative selected or approved by the Association.
- (2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
- (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

(d) Costs

- (1) Each party will bear the total cost incurred by itself.
- (2) The fees and expenses of the arbitrator will be borne by the party that loses the arbitration.
- (3) If any time is lost by any employee who is required to be at arbitration proceedings, which have been mutually scheduled and agreed to there, shall be no loss of pay.

- (e) If, in the judgment of the Association, a grievance directly affects a group or class of employees the Association may submit such grievance in writing to the Superintendent directly in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

#### **ARTICLE IV - Supervisory Employee Rights**

##### **A. Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or pressure any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association; collective negotiations with the Board; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms of conditions of employment.

##### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employee hereunder shall be deemed to be in addition to those provided elsewhere.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment at times which will not interfere with the operation of school or central office business. The Association shall furnish all materials and supplies incident to such use and shall be responsible for any repairs necessitated as a result of said use.

E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

F. Agency Shop

1. Amount of Fee – Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

2. Changes

The Association will notify the Board in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

**ARTICLE VI - Assignment**

A. All supervisors will be K-12. Assignments will be as follows:

1. English Language Arts
2. Mathematics
3. Science, Gifted & Talented & Family Consumer Science
4. Social Studies, Visual Arts & Related Arts
5. World Languages, ESL & Music
6. Special Education
7. Instructional Technology, Business & Media

B. Each employee shall be given written notice of his/her assignment no later than the last weekday in May, provided when applicable; he/she has returned his/her signed contract. Such assignments are subject to individual changes of circumstances or emergency. Such employees affected by such change shall be notified promptly in writing.

C. It shall be the policy of the Board to reimburse their employees for travel required in conjunction with their employment at the prevailing published rate established Internal Revenue Service (IRS) or by the New Jersey Office of Management and Budget (OMB) rate per mile, whichever is the highest permissible by law. Mileage from the employee's residence

4. Each employee not excluded by #2 above shall receive an increase as follows (as long as his/her rate does not exceed the maximum for that year).

2019-2020: 2.6%

2020-2021: 2.6%

2021-2022: 2.6%

5. Upon attainment of an earned doctorate degree, an employee will receive additional compensation each year in the amount of \$4,000.
6. Upon attainment of a second master's degree in the supervisor's content area or in the area of educational leadership, an employee will receive additional compensation of \$2,500 each year.
7. A supervisory employee who oversees a special program that creates a significant amount of additional work hours beyond the normal demands of the job description will receive additional compensation, provided the program is operational:

- (a) Academy of Environmental Science \$2,000

B. The Board in its discretion may grant additional compensation to any unit member.

C. Any employee, who submits to the Superintendent of schools a written statement of intention to retire, shall be eligible for a special retirement allowance.

1. Notice required for special retirement allowance is as follows:

- (a) If notice of retirement is given on or before January 1<sup>st</sup> of the retirement year, the allowance will be paid the following July 1st.
- (b) If notice of retirement is given after January 1<sup>st</sup> of the retirement year, the allowance payment will be delayed until July 1st of the following budget year.
- (1) Such allowance shall be paid in full on the last working day in the final month of employment.
- (2) The retirement allowance shall be computed at the rate of one (1) day's pay for every four (4) days of accumulated unused sick leave to the employee's credit at the time of the announced contemplated retirement.
- (3) The daily compensation to the employees, who retire under the aforesaid recommendations, shall be at the daily rate of pay which they earned in the year that the notice of retirement was given.
- (4) The maximum retirement allowance will be \$15,000.

D. The Association may designate three (3) tax-sheltered annuity plans to the Board of Education and the Board of Education shall permit employees wishing to participate in such plan to do so by way of a payroll deduction.

E. The Board will pay professional dues for New Jersey Principals' and Supervisors' Association. Whenever a member of the JTSA, on whose behalf annual membership dues have been paid, leaves the district prior to June 30<sup>th</sup>, that individual shall reimburse the district a pro-rated share of the professional dues.







- C. In event any new material of non-confidential nature is to be placed in the personnel folder (confidential material by way of description and not limitation refers to references, transcripts, and the like) the employee shall be given a copy or notified prior to its insertion and be given the opportunity to review such material. The employee's written comments, if any, relative to the material, shall be made part of the employee's file.
- D. Existing files shall be checked for derogatory material that was not shown to the supervisor, and if any exists, it may be returned to the supervisor's file only in accordance with the provisions of Paragraph B, above.
- E. Every observation which prompts a formal written evaluation shall result in a conference between the supervisor and his/her immediate supervisor, and shall be initialed by both parties. If the supervisor requests a copy, initials shall be evident on the copy.

**ARTICLE XI - Sick Leave**

- A. Supervisors will receive twelve (12) sick days per year. Sick days shall be prorated at the rate of one per month to a maximum of their entitlement. If an employee begins work on the 15th of the month or earlier, he will receive one sick day for that month. If an employee begins work on the 16th of the month, or later, he will not receive a sick day for that month during the first year of their employment.
- B. Application for payment of sick leave in excess of three (3) consecutive working days should be supported by certification from an attending physician. A signed statement from the employee stating the nature of the illness and the reason why a medical certificate is not furnished may be accepted at the discretion of the Board.
- C. In case of frequent application for sick leave, the Board may, regardless of sick leave requested, require submission of a statement of a physician or submission to physical examinations by the school physician.

**ARTICLE XII - Temporary Leaves Of Absence**

- A. Employees shall be entitled to the following temporary non-cumulative personal days with full pay each school year.
  - 1. Four (4) personal business days shall be granted, without reason, provided written application to the Superintendent of Schools is made at least five (5) days before any day requested (except in the case of emergencies).
    - (a) At the conclusion of the contract year, any unused personal business days shall be converted to personal illness days and added to the existing pool of unused personal illness days. These days will not count towards any available payouts upon retirement.
  - 2. For absence due to illness of any member of the employee's immediate family living in immediate household, or for any member of the family not living in the immediate household for whom a doctor's certificate is provided stating that the employee's

D. To apply for a family or child rearing leave, the employee must furnish a written verification from a doctor.

1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations, and case law.
2. Family leave for the care of a newborn or newly-adopted child shall be granted, without pay, to eligible employees in accordance with the federal Family and Medical Leave Act and the state Family Leave Act and applicable regulations.
3. Leave for the care of a newborn or newly-adopted child shall be granted, without pay, to all employees, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid child care leave for not more than the succeeding full academic year, for tenured supervisors, may be approved at the Board's discretion. Time on unpaid leave pursuant to this clause shall not be credited for tenure accrual and salary advancement.
4. Any employee who may become pregnant during a leave of absence granted for prior pregnancy may apply to the Superintendent of Schools for one (1) additional year leave for maternity.
5. The Superintendent of Schools, for proper cause and upon application of the employee, may recommend the termination of the leave for approval of the Board prior to its proper date of termination.
6. Should any employee, absent on maternity leave develop any illness or malady as a result of such pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted a further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of a physician approved by the Board and subject to the approval of the Superintendent of Schools and the Board.
7. Requests for unpaid leave pursuant to paragraph three by non-tenured supervisors may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.
8. A supervisor must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the supervisor is informed of the date custody of the child will be obtained.

E. Leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the employee's family, i.e. spouse, child or parent. Additional leave may be granted at the discretion of the Board.

F. Other leaves of absence without pay may be granted by the Board for good reason.

G. All employees who wish to apply for a leave of absence, with or without pay, should comply with the Family & Medical Leave Act. During a term of disability, an employee may utilize all or part of accumulated sick leave.

program for the period requested for Sabbatical Leave. All recommendations for approval will be made by the Superintendent of Schools to the Board.

F. Compensation

An employee on sabbatical leave (either for one half (1/2) of a school year or for a full school year) shall receive forty percent (40%) of his/her salary while on sabbatical leave.

G. Rights and Privileges

A certificated employee who is granted a sabbatical leave shall retain all rights to tenure and automatic increases in salary rating the same as though working during the period of leave. Interruption of the sabbatical leave program by serious accident or illness shall not affect the sabbatical leave contract, providing satisfactory evidence is presented to the Superintendent within twenty (20) days of such accident or illness. At the expiration of the leave, the employee shall be reinstated to his/her former assignment.

H. Obligations

An employee returning from sabbatical leave must remain employed with the district for a minimum of ten (10) months or forfeit the salary received while on sabbatical leave. Prior to commencing a sabbatical leave, the employee must sign a legal agreement to the aforementioned salary forfeiture.

I. Return to Service

An employee on sabbatical leave must notify the Superintendent of Schools in writing of his/her intention to resume duties in the system at least (60) days prior to the expiration of said leave. Upon return from sabbatical leave, a supervisor shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

**ARTICLE XV - Professional Development and Educational Improvement**

A. As incentive for furthering education, the Board will provide the following plan:

1. There will be an annual pool of \$12,500 for JTSA course reimbursement.

2. The following reimbursement plan shall take effect:

- a) The first third of the pool will be applied to approved courses which are completed during the period of July 1<sup>st</sup> through August 30<sup>th</sup>.  
The second third of the pool, plus any additional carryover from the first third will be applied to approved courses which are completed during the period of September 1<sup>st</sup> through December 31<sup>st</sup>.  
The final third of the pool, plus any additional carryover from the previous two thirds, will be applied to approved courses which are completed during the period of July 1<sup>st</sup> through June 30<sup>th</sup> of the current year. Any unused portion of the pool will not be carried over to the next school year's pool.

Board shall establish a Section 125 plan and bear the cost of the administration of the plan for this choice. At the completion of three years of employment, the Board shall pay its proportionate share of Tier IV rates of the cost of any plan selected by the employee as identified in Section A above. Employees hired between July – December 31 shall be credited with a full year of employment. Employees hired between January 1 – June 30 shall be credited with a half year of employment so that open enrollment restrictions do not force the employee into to a period longer than the intended three (3) years of employment above, Section A-1b.

- (b) Effective July 1, 2011, the deductibles for Traditional and Out-Of-Network POS and PPO plans will increase from \$100 to \$200 for individual and \$200 to \$400 for Family.
- (c) Effective July 1, 2011 the office visit co-pay will increase to \$15.
- (d) The employee shall contribute his/her healthcare coverage at the Tier IV rates set forth in Chapter 78, P.L. 2011.

2. Dual Health Coverage:

Employees, who have health insurance coverage elsewhere, or in district through a spouse, may voluntarily choose to waive the Board-paid health insurance for the cash payments listed in the chart below. Waiver of health insurance will be for a calendar year (July 1- June 30). All applications for this waiver must be submitted with proof of alternate coverage for the employee and his/her eligible dependents. The Board shall provide the employee written notification and appropriate application forms annually at least 30 days prior to the application deadline.

Notification of the insurance waiver by the employee to the School Business Administrator must be made no less than 30 days prior to the waiver period, and must be restated in writing by the employee each year.

Payments shall be paid in two equal installments (December/June) in each school year in which coverage is waived. Payment will be prorated for employees hired after July 1<sup>st</sup> or who leave before June 30<sup>th</sup>. The Board shall establish a Section 125 plan and bear the cost of the administration of the plan for these payments.

Single:	\$1750
Husband/Wife:	\$3500
Parent/Child:	\$3000
Family:	\$4500

Employee re-enrollment into any of the health plans may occur during the open enrollment period(s).

An employee shall be entitled to re-enroll in any health plan immediately if he/she submits proof of a life status change (e.g., loss of alternate coverage, unemployment, death or disability of a spouse; divorce or legal separation; activation to full-time military status; or a material change in the status of the spouse's insurance coverage. etc.)

B. The Board shall provide employee family dental coverage.

